



# HOWARD COUNTY DEPARTMENT OF PLANNING AND ZONING

3430 Courthouse Drive



Ellicott City, Maryland 21043



410-313-2350

Voice/Relay

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Valdis Lazdins, Director

FAX 410-313-3467

Dear Applicant,

The Howard County government is committed to stimulating and increasing investment in businesses throughout the County. The County offers a real property tax credit to encourage reinvestment in Route 1 properties.

This tax credit fosters and encourages renovations, rehabilitation and upgrades of commercial and industrial property that front Route 1. This tax credit can be applied to improvements to both the buildings and the land on properties with less than 10 acres that are adjacent to Route 1 or adjoining Route 1 parcels and visible from the roadway.

The property tax credit for eligible improvements is equivalent to 125% of the verified expenses. The tax credit is applied to the annual property tax. However, if the credit is greater than the real property tax for a single year, it can be carried over and applied to subsequent annual taxes for up to four years! The property owner benefits and so does the community where the improvements occur.

The details about the application, the process for submitting a request and the approval process are described in the attached packet.

Please feel free to contact Kristin O'Connor at 410-313-2350 or [koconnor@howardcountymd.gov](mailto:koconnor@howardcountymd.gov) if you have any questions.



## **Route 1 Property Tax Credit For Upgrades, Renovation and Rehabilitation**

Howard County has established a real property tax credit to encourage reinvestment in properties on Route 1. This tax credit is intended to foster and encourage renovations, rehabilitation and upgrades of commercial and industrial property that front Route 1.

### **FACTS ABOUT THE NEW PROPERTY TAX CREDIT**

- Applies to improvements to both buildings and the land on properties with less than 10 acres
- Property must be adjacent to Route 1 or next to a Route 1 parcel and visible from the roadway
- Eligible improvements include:
  - exterior improvements to a building façade
  - exterior painting and cleaning
  - structural improvements to a building façade
  - structure mounted signage, canopies, shutters and awnings
  - screening of utility, trash or storage enclosures
  - enhanced exterior building lighting
  - replacement or enhancement of streetscape amenities (walkways, landscaping, bike racks, lighting, etc.)
  - sidewalks
  - new construction that enhances the building or property

### **HOW MUCH IS THE TAX CREDIT?**

- Is 125% of the verified expenses for approved improvements
- Is applied to the annual property tax
- Can be carried over and applied to subsequent annual taxes for up to four years if the credit is greater than a single year's taxes

### **HOW DO I APPLY?**

- Application packets and instructions can be obtained from Joanne Egnell at [jegnell@howardcountymd.gov](mailto:jegnell@howardcountymd.gov) or Kristin O'Connor at [koconnor@howardcountymd.gov](mailto:koconnor@howardcountymd.gov).
- To discuss whether your planned improvements qualify, please contact Kristin O'Connor at [koconnor@howardcountymd.gov](mailto:koconnor@howardcountymd.gov).



## APPLICATION INSTRUCTIONS

### *ROUTE 1 PROPERTY TAX CREDIT*

#### **APPLICATION INFORMATION**

Applications will be reviewed for completeness and applicants will be notified if additional information is required to complete the application. The proposed improvements must comply with the Route 1 Manual. A list of eligible work must meet the definition of eligible work (See Appendix A). Failure to provide all required information may result in rejection of the application. Applicants are encouraged to schedule a pre-application meeting to review their proposal. For questions concerning this application, please contact Kristin O'Connor at 410-313-2350 or [koconnor@howardcountymd.gov](mailto:koconnor@howardcountymd.gov).

**THE DESIGN ADVISORY PANEL (DAP)** reviews development, redevelopment and construction projects within the US Route 1 Corridor. Depending on the size and complexity, some Route 1 Tax Credit improvements will have to be reviewed by DAP as part of the Certificate of Eligibility process. Upon initial review of the project, the Department of Planning and Zoning (DPZ) will determine whether you will need to appear before the DAP to present your project. See <https://www.howardcountymd.gov/Departments/Planning-and-Zoning/Boards-and-Commissions/Design-Advisory-Panel> for more information on DAP.

For those projects subject to DAP, DAP meetings are held at 7:30 p.m. on the second and fourth Wednesdays of each month. Once DAP approves the design, the project will be presented to the Program Review Committee.

**SUBMIT 4 COPIES** of this application package, including all supporting materials required to Howard County Department of Planning and Zoning. Applications may be submitted in person, or by mail to Howard County Department of Planning and Zoning, 3430 Court House Dr., Ellicott City, MD 21043 and should include an electronic copy.

#### **PROCESS INFORMATION**

The Program Review Committee (Committee) will meet to review the application for a Tax Credit. The Committee will make a recommendation for approval of a Certificate of Eligibility (Certificate) to the County Executive who will sign the Certificate.

In order to receive a tax credit, no work can proceed until the Certificate of Eligibility is issued. Once work is complete, the applicant will be required to submit a Route 1 Final Tax Application no later than April 1 prior to the first tax year for which the credit is being requested (see Appendix B). Verified expenses must have been incurred within the 12 months prior to the application date. A representative of the county will inspect the work to verify that the completed work is the work that had been approved for the tax credit.

Upon approval of the Tax Credit, the property owner will be required to enter into an agreement with the County regarding maintenance of the improvements for which the credit is received (See Appendix C for sample agreement).

#### **Permit Information**

Approval for project eligibility does not eliminate the need for any building permit or sign permit that may be required. Those permits may be applied for in the Department of Inspections, Licenses and Permits located on the first floor of the Howard Building at 3430 Court House Dr., Ellicott City, MD. Any questions regarding the permit process or requirements should be directed to the Department of Inspections, Licenses and Permits at (410) 313-2455.

# HOWARD COUNTY ROUTE 1 TAX CREDIT

## APPLICATION FOR CERTIFICATE OF ELIGIBILITY PRE-APPROVAL

**SUBMIT 4 COPIES** of this application package, including all supporting materials required to Howard County Department of Planning and Zoning. Applications may be submitted in person or by mail to:

3430 Court House Dr., Ellicott City, MD 21043

Please also submit an electronic copy to Kristin O'Connor at 410-313-2350 or [koconnor@howardcountymd.gov](mailto:koconnor@howardcountymd.gov).

**For questions, please contact Kristin O'Connor at 410-313-2350.**

### FOR STAFF USE ONLY

**Date Received:**

**Application #:**

**Need DAP:**

### PROPERTY INFORMATION:

Address of Subject Property: \_\_\_\_\_

Tax Account Number: \_\_\_\_\_

Map \_\_\_\_\_ Parcel \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

### PROPERTY OWNER INFORMATION:

Owner Name \_\_\_\_\_

Contact Person if different from owner: \_\_\_\_\_

Phone No. (W) \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_

Email: \_\_\_\_\_ Contact Preference \_\_\_\_\_

### ELIGIBILITY REQUIREMENTS: Please check appropriate box.

In accordance with §20-129D of the Howard County Code, I request a certificate of eligible work to qualify for a property tax credit on an eligible property that is a commercial or industrial property that is less than 10 acres and includes no residential component and

☐ Directly fronts Route 1.

☐ Is readily visible from the nearest road edge on Route 1 and adjoins a parcel that fronts Route 1.

### ALL APPLICATIONS MUST INCLUDE:

☐ Labeled color photographs of existing property conditions (final application must show completed work).

☐ A detailed description and samples of materials, colors and dimensions of proposed work. You are encouraged to submit renderings and/or elevations as well.

**DESCRIPTION OF PROPOSED PROJECT:** Attach additional pages if necessary

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**ELIGIBLE IMPROVEMENTS:** Check all that apply

- ☐ Exterior renovations to a building façade
- ☐ Exterior painting and cleaning of a building façade
- ☐ Structural improvements to a building facade
- ☐ Removal, replacement, or rehabilitation of false façades, architectural features or siding
- ☐ Restoration, enhancement, or addition of primary architectural features
- ☐ Installation, replacement, or enhancement of streetscape amenities (e.g. landscaping, walkways seating areas, bike racks, lighting, etc.)
  
- ☐ Repair or replacement of doors, windows, and trim work
- ☐ Structure-mounted signage, canopies and awnings
- ☐ On-site free-standing signage
- ☐ Cornices, parapets, and other visible roof repairs
- ☐ Screening of Utility, trash and storage enclosures
- ☐ Enhanced exterior building lighting that creates a noticeably enhanced appearance
- ☐ Fencing that does not obscure the building
- ☐ Sidewalks
- ☐ New construction that enhances the building or property and is visible
- ☐ Interior work necessary to maintain the structural integrity of the building
- ☐ Other \_\_\_\_\_

**SIGNATURE/CERTIFICATION:**

I HEREBY DECLARE AND AFFIRM under penalties of perjury that I am the owner of the real property in Howard County identified above, and the facts and matter contained in this Application for Certificate of Eligibility Pre-Approval and attachment(s) hereto are true and correct to the best of my knowledge, information and belief. I also authorize such periodic on-site inspection(s) by the Department of Planning and Zoning and its agents as may be necessary to (a) review this application and any petitions filed in connection herewith and (b) to enforce Route 1 Manual and other applicable laws.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

## Appendix A

### Route 1 Tax Credit Program

- Eligible improvements include:
  - i. Exterior renovations to a building façade;
  - ii. Exterior painting and cleaning of a building façade;
  - iii. Structural improvements to a building facade
  - iv. Removal, replacement, or rehabilitation of false façades, architectural features or siding;
  - v. Restoration, enhancement, or addition of primary architectural features;
  - vi. Installation, replacement, or enhancement of streetscape amenities (e.g. landscaping, walkways, seating areas, bike racks, lighting, etc.);
  - vii. Repair or replacement of doors, windows, and trim work;
  - viii. Structure-mounted signage, canopies and awnings;
  - ix. On-site free-standing signage;
  - x. Cornices, parapets, and other visible roof repairs;
  - xi. Screening of Utility, trash and storage enclosures ;
  - xii. Enhanced exterior building lighting that creates a noticeably enhanced appearance.
  - xiii. Fencing that does not obscure the building
  - xiv. Sidewalks
  - xv. New construction that enhances the building or property and is visible
  - xvi. Interior work necessary to maintain the structural integrity of the building
  - xvii. Other upgrades, renovations or improvements made to a property deemed appropriate by the Program Review Committee.
- Ineligible improvements include:
  - i. Improvements to building interiors;
  - ii. Refinancing existing debt, permit, legal and loan fees, etc.;
  - iii. Installation or repair of mechanical equipment, the installation or repair of electrical or plumbing systems, and the installation, relocation or repair of utilities;
  - iv. Routine maintenance;
  - v. Removal of architecturally significant features;
  - vi. Security enhancements;
  - vii. demolition
  - viii. Replacements of existing fixtures that constitute repairs.
  - ix. Other work deemed inappropriate by the Program Review Committee.

## Appendix B

# HOWARD COUNTY ROUTE 1 TAX CREDIT

## FINAL TAX CREDIT CLAIM

**SUBMIT ONE COPY** of this application package, including all supporting materials required, to Howard County Department of Finance no later than April 1 prior to the first taxable year for which the credit is sought . Applications may be submitted in person or by mail to:

3430 Court House Dr., Ellicott City, MD 21043

For questions concerning this application, please contact Joanne Egnell at 410-313-4074 or [jegnell@howardcountymd.gov](mailto:jegnell@howardcountymd.gov).

### FOR STAFF USE ONLY

Date Received:

Application #:

### PROPERTY INFORMATION:

Address of Subject Property: \_\_\_\_\_

Tax Account Number: \_\_\_\_\_

Map \_\_\_\_\_ Parcel \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

### PROPERTY OWNER INFORMATION:

Owner Name \_\_\_\_\_

Contact Person if different from owner: \_\_\_\_\_

Phone No. (W) \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_

Email: \_\_\_\_\_ Contact Preference \_\_\_\_\_

### FINAL TAX CREDIT CLAIM: ATTACH ADDITIONAL COPIES OF THIS PAGE IF NECESSARY

#### ALL APPLICATIONS MUST INCLUDE:

- ☐ A labeled color photograph showing completed work per item number listed below.
- ☐ Receipts for all work being claimed – please label receipts per item number as completed below.
- ☐ Completed certificate of eligibility sheet (this was mailed to you when you were pre-approved)
- ☐ Completed section below.

TAX CREDIT EXPENSES:

BRIEF DESCRIPTION OF WORK	AMOUNT
Item 1: _____	_____
Item 2: _____	_____
Item 3: _____	_____
Item 4: _____	_____
Item 5: _____	_____
Item 6: _____	_____
Item 7: _____	_____
Item 8: _____	_____
Item 9: _____	_____
Item 10: _____	_____
Item 11: _____	_____
Item 12: _____	_____
Item 13: _____	_____
Item 14: _____	_____
Item 15: _____	_____
TOTAL EXPENSES	_____
TAX CREDIT CLAIM (125% of above figure)	_____

SIGNATURE/CERTIFICATION:

I HEREBY DECLARE AND AFFRIM under penalties of perjury that I am the owner of the real property in Howard County identified above and have incurred the costs set forth herein within the 12 months preceding submission of this Final Tax Credit Claim application, and that the contents of this application and any attachment(s) hereto are true and correct to the best of my knowledge, information, and belief. I also authorize such periodic on-site inspection(s) by the Department of Planning and Zoning and its agents as may be necessary (a) to review this application and any petitions filed in connection herewith and (b) to enforce the Route 1 Manual and other applicable laws.

\_\_\_\_\_

Owner’s SignatureDate



Application No. \_\_\_\_\_  
Maintenance Agreement No. \_\_\_\_\_

### **MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between [\_\_\_\_\_] (the "Owner") OR \_\_\_\_\_ and \_\_\_\_\_ (collectively, the "Owner")], and **HOWARD COUNTY, MARYLAND** (the "County"), a body corporate and politic and political subdivision of the State of Maryland.

**WHEREAS**, the Owner is the fee simple owner of the property commonly known as \_\_\_\_\_[Address], \_\_\_\_\_[City], Howard County, Maryland, and also shown on Howard County Tax Map No. \_\_\_\_\_, as Parcel No. \_\_\_\_\_, in the \_\_\_\_\_ Election District, Tax Account No. \_\_\_\_\_ (the "Property").

**WHEREAS**, in accordance with Section 20-129D of the Howard County Code (the "Code"), the Owner submitted to the County an Application for Certificate of Eligibility Pre-Approval on \_\_\_\_\_, 20\_\_ and a Final Tax Credit Claim on \_\_\_\_\_, 20\_\_, and received approval from the County on \_\_\_\_\_, 20\_\_ (collectively, the "Approved Application") for a real property tax credit against the County real property tax (the "Tax Credit") on Owner's Property which is commercial or industrial property that has qualified as renovated, upgraded, or rehabilitated property adjacent to Route 1 and located in the County for the eligible improvements listed in the Approved Application (the "Improvements").

**WHEREAS**, the Code provides that the recipient of a Tax Credit for eligible improvements shall enter into a contract with the County that may include, without limitation, conditions regarding maintenance of the property.

**WHEREAS**, the Owner, as recipient of a Tax Credit for the Improvements, is required to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein, the Owner, and the Owner's successors and assigns, and the County agree as follows:

1. **Maintenance of Improvements:** The Owner hereby stipulates full awareness, understanding and acceptance of the Owner's responsibilities under this Agreement. During each fiscal year in which the Owner receives a Tax Credit for the Improvements, the Owner shall maintain the Improvements in good condition and, when repair or restoration of any part of the Improvements is required, shall properly repair and restore the Improvement to working condition, as verified upon the completion of the work. The repairs, renovations, and restorations which are the subject of the Certificate of Eligibility shall be performed in accordance with the approvals granted by the County. The Owner hereby agrees to perform or cause to be performed preventive maintenance on the Improvements to ensure their proper

functioning. No provision herein shall be construed to waive the responsibility of the Owner to correct any defects or deficiencies in the construction of the Improvements in accordance with the approvals granted by the County.

2. **Recordation/Covenants to Run with Land**: The rights, obligations and waivers set forth in this Agreement shall run with the land in perpetuity and shall bind all personal representatives, heirs, successors and assigns of the Owner or any other person or entity now or hereafter owning fee simple title to the Property or the Improvements thereon. The County may record this Agreement. The Owner and each successor owner shall notify the County of each conveyance of the Property.

3. **Inspection**: The County has the right to inspect the Property to confirm maintenance of the Improvements and to conduct non-scheduled periodic inspections at any time. The Owner grants the County the right to enter upon the Property without the necessity of further permission from the Owner to conduct inspections of the Improvements. The County may notify the Owner of any deficiencies in the Improvements that are found during inspection.

4. **Enforcement of Maintenance Requirement**: If the Owner has not corrected deficiencies in the Improvements within thirty (30) days after notification by the County of such deficiencies, the County may discontinue the Tax Credit.

5. **Indemnification**: The Owner shall indemnify, defend and save the County harmless from and against all claims, actions, damages, liability and expense, including reasonable attorney's fees and the County's cost of defense, in connection with loss of life, bodily or personal injury and/or damage to property (a) arising from the condition or use of the Property and/or the Improvements located thereon, or (b) occasioned all or in part by any act or omission of the parties to this Agreement in the performance of their respective responsibilities under this Agreement, except to the extent that such loss of life, personal injury and/or damage to property is a result of gross negligence or willful misconduct by the County, its agents and employees.

6. **Notices**: All notices, demands, consents, approvals, requests or other communications or documents to be provided hereunder to a party hereto shall be (a) in writing and (b) deemed to have been provided (i) upon delivery or refusal to accept delivery if sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, to the address of such party set forth herein below or to such designee from time to time appointed by written notice to the other party hereto, or (ii) if such party's receipt thereof is acknowledged in writing, upon being given by hand or other actual delivery to the Owner at the Property; and to the County addressed to the Director of Planning and Zoning with a copy to the Director of Finance, George Howard Building, 3430 Court House Drive, Ellicott City, Maryland 21043. Either party to this Agreement may change its address by written notice to the other party.

7. **Law of Maryland**: This Agreement shall be governed by the laws of the

State of Maryland.

8. **Defined Terms:** Unless indicated otherwise, terms and phrases used in this Agreement, including without limitation capitalized terms not otherwise defined herein, shall have the same meaning as ascribed to them in the Approved Application.

9. **Controlling Agreement:** In the event of any inconsistency or ambiguity between the provisions of this Agreement and the provisions of the Approved Application, the provisions of this Agreement shall control.

10. **Recitals.** The recitals above are hereby incorporated into and made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, under seal, as of the day and year first above written.

**WITNESS/ATTEST:**

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**AGREED and APPROVED:  
HOWARD COUNTY, MARYLAND**

**ATTEST:**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

BY: \_\_\_\_\_(SEAL)  
Allan Kittleman  
County Executive

**APPROVED:**

\_\_\_\_\_  
Valdis Lazdins, Director  
Department of Planning and Zoning

**APPROVED FOR SUFFICIENCY OF FUNDS:**

\_\_\_\_\_  
Stanley J. Milesky, Director  
Department of Finance

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

Reviewing Attorney:

\_\_\_\_\_  
[Name]  
Assistant County Solicitor

**STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared \_\_\_\_\_, the Owner in the within Maintenance Agreement, and she or he acknowledged the same to be her or his act for the purposes stated therein.

**AS WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:**

**I HEREBY CERTIFY** that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan Kittleman, the County Executive for Howard County, Maryland, a party to the within Maintenance Agreement, who acknowledged the same to be the act of the County and that he executed the foregoing Maintenance Agreement for the purposes therein contained by signing in my presence the name of Howard County, Maryland as County Executive.

**AS WITNESS** my Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THIS IS TO CERTIFY** that this instrument was prepared by Howard County, Maryland, a party to the Agreement.

\_\_\_\_\_  
[Name], [Title]  
[Department or Division]

**After Recording, Return To:**  
Howard County, Maryland  
\_\_\_\_\_  
Division  
3430 Court House Drive  
Ellicott City, Maryland 21043